

<i>SERFF Tracking Number:</i>	<i>REGU-125985222</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Wesco Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-3160</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>NPGPCO Program - General Liability Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Wesco Insurance Company

Product Name: NPGPCO Program - General SERFF Tr Num: REGU-125985222 State: Arkansas

Liability Filing

TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2008-3160

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Author: Kelly Gunning

Disposition Date: 01/14/2009

Date Submitted: 01/13/2009

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 01/14/2009

State Status Changed: 01/14/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Wesco Insurance Company (WIC), a member of Insurance Services Office (ISO), is submitting General Liability forms for its new National Purchasing Group for Pest Control Operators, Inc. (NPGPCO) Program. NPGPCO is a Florida domiciled Risk Purchasing Group. All members are pest control operators. This program is designed to provide Commercial General Liability coverage to the members of National Purchasing Group for Pest Control Operators, Inc.

This program filing is based on Markel Insurance Company's approved filing. The only change we have made is we

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have removed the Fungi or Bacteria Endorsement.

The corresponding rates and rules have been submitted separately, as required by your state.

Attached for your review are the following:

- Explanatory Memo
- Independent Forms

An EFT in the amount of \$50.00 has been initiated to cover the required filing fee.

We are requesting this filing become effective upon approval.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Kelly Gunning,	kellygunning@ircllc.com
Insurance Regulatory Consultants, LLC	(212) 571-3989 [Phone]
New York, NY 10004	

Filing Company Information

Wesco Insurance Company	CoCode: 25011	State of Domicile: Delaware
55 Capital Boulevard	Group Code: 2538	Company Type:
Rocky Hill, CT 06067	Group Name:	State ID Number:
(212) 571-3989 ext. [Phone]	FEIN Number: 85-0165753	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR requires \$50 per forms filing.
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Wesco Insurance Company	\$50.00	01/13/2009	24986242

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Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/14/2009	01/14/2009

<i>SERFF Tracking Number:</i>	<i>REGU-125985222</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>2008-3160</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>NPGPCO Program - General Liability Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Disposition

Disposition Date: 01/14/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125985222 State: Arkansas
 Filing Company: Wesco Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: 2008-3160
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability
 Product Name: NPGPCO Program - General Liability Filing
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Filing Authorization Letter	Approved	Yes
Form	Pesticide or Herbicide Applicator Coverage Endorsement	Approved	Yes
Form	Pesticide or Herbicide Applicator Care, Custody and Control Endorsement	Approved	Yes
Form	Property Damage Extension For Continual Monitoring/Treatment	Approved	Yes
Form	Property Damage Extension For Inspections	Approved	Yes
Form	Property Damage Extension For Treatment/Renewal	Approved	Yes
Form	Pesticide or Herbicide Applicator Materials In Transit Coverage Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Pesticide or Herbicide Applicator Coverage Endorsement	GL990047	10 08	Endorsement/Amendment/Conditions		0.00	GL990047 1008.pdf
Approved	Pesticide or Herbicide Applicator Care, Custody and Control Endorsement	GL990048	10 08	Endorsement/Amendment/Conditions		0.00	GL990048 1008.pdf
Approved	Property Damage Extension For Continual Monitoring/Treatment	GL990049	10 08	Endorsement/Amendment/Conditions		0.00	GL990049 1008.pdf
Approved	Property Damage Extension For Inspections	GL990050	10 08	Endorsement/Amendment/Conditions		0.00	GL990050 1008.pdf
Approved	Property Damage Extension For Treatment/Renewal	GL990051	10 08	Endorsement/Amendment/Conditions		0.00	GL990051 1008.pdf
Approved	Pesticide or Herbicide Applicator Materials In Transit Coverage Endorsement	GL990052	10 08	Endorsement/Amendment/Conditions		0.00	GL990052 1008.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PESTICIDE OR HERBICIDE APPLICATOR COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following subparagraph (1)(d)(iv) is added to Exclusion f. of Subparagraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

However, this subparagraph does not apply to:

(iv) "Bodily injury" or "property damage" arising out of application of "pesticides, herbicides, or other materials", provided that, the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

B. Subparagraph (2.) of Exclusion f. of Paragraph 2., Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability is deleted in its entirety and replaced with the following:

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pesticides, herbicides, or other materials"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pesticides, herbicides, or other materials" .

However, paragraphs (2)(a) and (2)(b) do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

In addition, paragraphs (2)(a) and (2)(b) do not apply if:

- (i) The application of "pesticides, herbicides, or other materials" by or behalf of the insured are made pursuant to Subparagraph f.(1)(d)(iv) above, and
- (ii) There is a request, demand, order or statutory or regulatory requirement, or a claim or "suit" by or on behalf of a governmental authority to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pesticides, herbicides, or other materials", whether or not there is actual "property damage".

C. As used in this endorsement, "pesticides, herbicides, or other materials" means pesticides and herbicides and other materials mixed with or used in conjunction with the pesticides and herbicides which are approved for use by the governing, licensing, and regulatory agencies and are commonly used by pest control, lawn, and ornamental operators.

However, if state or local law(s) defines "pesticides, herbicides and other materials" by statute, act or regulation, that definition supersedes the terms used in this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PESTICIDE OR HERBICIDE APPLICATOR CARE, CUSTODY AND CONTROL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Subparagraph j. of Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, Including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (4) and (5) of this exclusion do not apply if "your work" meets all standards of all statutes, ordinances, regulations or license requirements of all federal, state or local governments which apply to those operations.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PROPERTY DAMAGE EXTENSION FOR CONTINUAL MONITORING/TREATMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Approved Systems Providers

- A. The following is added to **Section I – Coverages:**

COVERAGE M – CONTINUAL MONITORING AND TREATMENT COVERAGE

1. Insuring Agreement

- a. We will pay those sums which the insured becomes legally obligated to pay as damages because of "property damage" to "real property" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- b. The "property damage" to "real property" must be caused by the insured's failure to prevent infestation

by subterranean termites as specified in the "treatment contract" for such services.

2. Exclusions

This insurance does not apply to:

- a. The expense of treatment, retreatment, inspection or re-inspection of any "real property".
- b. Any act, error or omission an insured committed with fraudulent, dishonest, criminal or malicious purpose or intent.
- c. Any "property damage" occurring before the "continual monitoring/treatment" date as shown in your "treatment contract" or after the end of the policy period.
- d. Any "property damage" not caused by Subterranean Termites.
- e. Any spot or partial treatment not in accordance with the "approved system provider's" applicable guidelines and procedures specified for the product(s) and system(s) used.
- f. Any "property damage" for which coverage is provided under Coverage A – Bodily Injury and Property Damage Liability.

B. Limits of Insurance

Subparagraph 5. of **Section III – Limits of Insurance** is replaced by the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage M; and
 - c. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".

D. Additional Definitions

For the purposes of the coverage provided by this endorsement, the following definitions are added to **Section V – Definitions**:

1. "Approved system provider" means only those companies listed above in the Schedule of this endorsement.
2. "Continual monitoring/ treatment" means a system of treatment performed by the insured to prevent infestation of Subterranean Termites by utilizing an "approved system provider's" uninterrupted monitoring system of bait stations containing inert devices and baits containing active ingredients as recommended by the "approved system provider".
3. "Treatment contract" means a written continual monitoring / treatment contract between you and your client, issued and dated by the insured, for "continual monitoring/ treatment". "Treatment contract" includes the graph or description of "real property".
4. "Physical inspection" means the insured performed a complete and thorough physical inspection of the entire "real property" noting on a graph the areas of present and past infestation of, and present and past damage caused by Subterranean Termites. Said graph must be attached to and maintained with the "treatment contract".
5. "Real property" means the permanent structure(s) or building(s) described in

the "treatment contract" together with materials permanently affixed to said structure(s) or building(s) as described in the "treatment contract". "Real property" includes personal property.

E. Additional Conditions

For the purposes of coverage provided by this endorsement, the following conditions are added to **Section IV - Commercial General Liability Conditions**:

10. Coverage provided under this endorsement is effective only if all of the following conditions are met:
 - a. All of the systems and products used by you in performing the "continual monitoring/ treatment" are systems and products of an "approved system provider" listed in Schedule A of this endorsement;
 - b. Your work in connection with the "continual monitoring/ treatment" must be in accordance with all of the "approved system provider's" most recently published guidelines and procedures that are in effect throughout the course of and for the site on which of the "continual monitoring/treatment" occurs;

Coverage under this endorsement shall not apply to "property damage" to any "real property" if you:

- i. Remove the monitoring stations from such "real property" for any reason other than relocation within such "real property" as part of "continual monitoring/treatment";
 - ii. Cease to monitor the stations placed on such "real property" for any reason.
- c. You must charge a fee for your services.
 - d. You must complete a graph showing the areas of the "real property" which were treated, the areas not treated, the dimensions of the

structure(s) or building(s), present and past infestation, and present and past damage. The graph must be attached to the "treatment contract".

- e. You must maintain the "treatment contract" and written, detailed records of any and all work performed by you from the date the "continual monitoring /treatment" started.

We may examine your "treatment contract" and all information regarding the "continual monitoring/treatment" and the "Physical inspection" of the "real property" at any time after the date the "continual monitoring /treatment" started.

- f. All contracts must be in writing and signed by you (or your authorized representative) and your client. All work papers must contain the date(s) of all actions taken with respect to the "real property".
- g. If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.
- h. Nothing in the "treatment contract" shall extend or broaden the scope of coverage afforded by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PROPERTY DAMAGE EXTENSION FOR INSPECTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Section I – Coverages:

COVERAGE N – PROPERTY DAMAGE EXTENSION FOR PEST INSPECTIONS

1. Insuring Agreement

- a. We will pay those sums which the insured becomes legally obligated to pay as damages because of "property damage" to "real property", to which this insurance applies. The amount we will pay as damages is limited as described in paragraph B. of this endorsement.

We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D.** (Section **III** – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- b. The "property damage" to "real property" must be caused by:

- (1) An insured's failure to identify the present or past existence of "wood destroying organisms" in the area(s) the Insured inspected on the date the Insured inspected the "real property" or "property damage" existing prior to the inspection, described in the "inspection contract"; and

- (2) A "wood destroying organism" specified in the "inspection property contract", and the "property damage" must have been visible, accessible and in existence at the time of inspection.

- c. This insurance applies to "property damage" only if a claim for damages is first made to us within three (3) years from the date of the actual physical inspection of the "real property", as noted on the "inspection contract". A claim by a person or organization seeking damages will be deemed to have been made when written notice of such claim is received by the insured.

2. Exclusions

This insurance does not apply to:

- a. Any cost or expense to treat, re-treat, inspection or re-inspection for "wood destroying organisms".
- b. "Property damage" arising out of:
- i. Any act, error or omission an insured committed with fraudulent, dishonest, criminal or malicious purpose or intent;
- ii. Inspections made to renew "wood destroying organism" treatment warranties or guarantees that are not covered by this endorsement;
- iii. Any "inspection contract" with an inspection date prior to the effective date of the policy, as shown in the Declarations page of the policy, or after the termination date of the policy;
- iv. Any "inspection contract" where the actual inspection date noted on the contract is more than three (3) years prior to the date the claim is made to us.

- c. "Property damage" for which coverage is provided under Coverage A – Bodily Injury and Property Damage Liability.

B. Limits of Insurance

Subparagraph 5. of **Section III – Limits of Insurance** is replaced by the following:

- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage N; and
 - c. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".

D. Additional Definitions

For the purposes of the coverage provided by this endorsement, the following definitions are added to

Section V – Definitions:

- 1. "Inspection contract" means a contract between you and your client, written and dated by the insured in conjunction with a "wood destroying organism" inspection which was conducted solely in anticipation of the sale, refinancing or purchase of "real property". The "inspection contract" must be written on the form prescribed by the State or other regulatory agency, if any.
- 2. "Wood destroying organism(s)" means arthropod or plant life which infest and damage wood in a structure, such as, termites, powder post beetles; old house borers; and wood decaying fungi.
- 3. "Real property" means the permanent structure(s) or building(s) described in the "inspection contract" together with materials permanently affixed to said structure(s) or building(s) as described in the "inspection contract". "Real property" includes personal property.

E. Additional Conditions

For the purposes of coverage provided by this endorsement, the following conditions are added to Section IV - Commercial General Liability Conditions.

- 10. Coverage provided under this endorsement is effective only if all of the following conditions are met:

- a. You must charge a fee for your services.
- b. On the date of the inspection, you must complete a written inspection report containing the following information:
 - i. Date of inspection.
 - ii. Location of inspected "real property", identifying each "real property" Inspected and not inspected at location.
 - iii. Complete name of person who performed the inspection.
 - iv. Areas of "real property" where visible evidence of "wood destroying organisms" were found.
 - v. Areas of "real property" where visible evidence of previous "wood destroying organism" treatments were found.
 - vi. Areas of "real property" which were not inspected and explanation of why it was not inspected.

- c. All "inspection contracts" must be in writing and signed by you (or your authorized representative) and your client. All work papers and government required forms, if any, prepared by you relating to the "real property", including, but not limited to, reports, graphs and contracts must contain the date(s) of all actions taken with respect to the "real property" and must remain on file with you.

- 11. You must maintain books, reports, records, including the "inspection contract", any report required by statute, ordinance or regulation of any federal, state or local government, and all information regarding the inspection of any "real property" for a period of not less than three (3) years from the date of each such inspection.

We may examine your books, reports, records, including the "inspection contract", any report required by statute, ordinance or regulation of any federal, state or local government, and all information at any time

during the policy period and up to three (3) years thereafter. Failure to maintain such records; including but not limited to books, reports, records, including the "inspection contract", any report required by statute, ordinance or regulation of any federal, state or local government, and all information regarding the inspection of any "real property"; and/or not make them available to us will result in the denial of coverage for any claim or suit.

- 12.** If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.
- 13.** Nothing in the "inspection contract" shall extend or broaden the scope of coverage afforded by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PROPERTY DAMAGE EXTENSION FOR TREATMENT/RENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Section I – Coverages:

COVERAGE O – TREATMENT/RENEWAL COVERAGE

1. Insuring Agreement

- a.** We will pay those sums which the insured becomes legally obligated to pay as damages because of "property damage" to "real property" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D.** (Section **III** – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- b.** The "property damage" to "real property" must be caused by the Infestation of: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or insects as specified in the "treatment contract", for such services, which occurs after the "actual treatment".

2. Exclusions

This insurance does not apply to:

- a.** The expense of treatment, retreatment, inspection or re-inspection of any "real property".

- b.** Any act, error or omission an insured committed with fraudulent, dishonest, criminal or malicious purpose or intent.
- c.** Any "property damage" occurring before the "actual treatment" date as shown in your "treatment contract" or after the end of the policy period.
- d.** Any "property damage" not caused by Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in the "treatment contract".
- e.** Any spot or partial treatment
- f.** Any "property damage" to "real property" that has not had a "renewal inspection" within twenty four (24) months of your last "renewal inspection" or "actual treatment".
- g.** Any "property damage" for which coverage is provided under Coverage A – Bodily Injury and Property Damage Liability.

B. Limits of Insurance

Subparagraph 5. of **Section III – Limits of Insurance** is replaced by the following:

- 5.** Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a.** Damages under Coverage **A**;
- b.** Damages under Coverage **O**; and
- c.** Medical expenses under Coverage **C**
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".

D. Additional Definitions

For the purposes of the coverage provided by this endorsement, the following definitions are added to

Section V – Definitions:

1. "Actual treatment" means a complete chemical treatment, of the entire "real property", according to the "directions for use" as outlined in the "treatment contract" for the eradication of Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified and listed on the "treatment contract". "Actual treatment" does not include spot or partial treatments.
2. "Directions for use" means all instructions listed on the chemical label and labeling referring to the concentration, mixing, application, treatment directions and any other procedures to be followed when using the chemical. "Directions for use" also means any applicable Federal, State and local regulations prevailing at the time of the chemical is administered.
3. "Treatment contract" means a written contract between you and your client, issued and dated by you, for "actual treatment". "Treatment contract" includes the graph or description of "real property".
4. "Renewal inspection" means the issuance of a written report regarding the physical inspection of the entire "real property" conducted by you within each twenty-four (24) month period after the initial "actual treatment" described in the "treatment contract".
5. "Real property" means the permanent structure(s) or building(s) described in the "treatment contract" together with materials permanently affixed to said structure(s) or building(s) as described in the "treatment contract". "Real property" includes personal property.

E. Additional Conditions

For the purposes of coverage provided by this endorsement, the following conditions are added to Section IV - Commercial General Liability Conditions.

10. Coverage provided under this endorsement is effective only if all of the following conditions are met:
 - a. You must charge a fee for your services.
 - b. You must complete a graph showing the areas of the "real property" which were treated, the areas not treated, the dimensions of the structure(s) or building(s), present and past infestation, and present and past damage. The graph must be attached to the "treatment contract".
 - c. You must maintain the "treatment contract" and written, detailed records of any and all work performed by you from the date the "actual treatment" started.

We may examine your "treatment contract" and all information regarding the "continual monitoring/ treatment" and the "Physical inspection" of the "real property" at any time after the date the "actual treatment" started.
 - d. All contracts must be in writing and signed by you (or your authorized representative) and your client. All work papers must contain the date(s) of all actions taken with respect to the "real property".
 - e. If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.
11. Nothing in the "treatment contract" shall extend or broaden the scope of coverage afforded by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PESTICIDE OR HERBICIDE APPLICATOR MATERIALS IN TRANSIT COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusions f. and g. of Subparagraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability do not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pesticides, herbicides, or other materials", provided that such materials or containers containing such materials are:

- (1) Being transported or towed by, handled for movement into, onto, or from, an "auto" owned or operated by or rented or loaned to the insured;
- (2) Otherwise in the course of transit by the insured or on behalf of the insured;
- (3) Stored in or upon the "auto"; or
- (4) Treated or processed in or upon the "auto".

However, this exception to Exclusions f. and g. does not apply to:

- (1) "Pesticides, herbicides, or other materials" before the insured has physically acquired such materials; or
- (2) "Pesticides, herbicides, or other materials" after such materials are transferred from the "auto" or "mobile equipment" and delivered, disposed of, or abandoned by the insured.

B. Additional Definitions

For the purposes of this endorsement, the following definition is added to **Section V – Definitions**:

- (1) "Pesticides, herbicides, or other materials" means pesticides and herbicides and other materials mixed with or used in conjunction with the pesticides and herbicides which are approved for use by the governing, licensing, and regulatory agencies and are commonly used by pest control, lawn, and ornamental operators.

<i>SERFF Tracking Number:</i>	<i>REGU-125985222</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Wesco Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-3160</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>NPGPCO Program - General Liability Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125985222 State: Arkansas
Filing Company: Wesco Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 2008-3160
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability
Product Name: NPGPCO Program - General Liability Filing
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 01/14/2009

Comments:

Attachment:

AR NAIC Transmittal.pdf

Satisfied -Name: Explanatory Memorandum
Review Status: Approved 01/14/2009

Comments:

Attachment:

Filing Memorandum - Forms.pdf

Satisfied -Name: Filing Authorization Letter
Review Status: Approved 01/14/2009

Comments:

Attachment:

Filing Authorization Letter.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div>New Business</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Renewal Business</div> <div></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #
AmTrust Group	2538

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Wesco Insurance Company	DE	25011	85-0165753	

5. Company Tracking Number	2008-3160
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Kelly Gunning - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Analyst	212-571-3989	212-571-2502	kellygunning@irccllc.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Kelly Gunning

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 - Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0001 - Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific	N/A
12. Company Program Title (Marketing title)	National Pest Risk Purchasing Group Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	1/13/2009
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	2008-3160
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Wesco Insurance Company (WIC), a member of Insurance Services Office (ISO), is submitting General Liability forms for its new National Purchasing Group for Pest Control Operators, Inc. (NPGPCO) Program. NPGPCO is a Florida domiciled Risk Purchasing Group. All members are pest control operators. This program is designed to provide Commercial General Liability coverage to the members of National Purchasing Group for Pest Control Operators, Inc.

This program filing is based on Markel Insurance Company's approved filing. The only change we have made is we have removed the Fungi or Bacteria Endorsement.

The corresponding rates and rules have been submitted separately, as required by your state.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: N/A - EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	2008-3160			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Pesticide or Herbicide Applicators Coverage Endorsement	GL990047	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
02	Pesticide or Herbicide Applicators Care, Custody and Control Endorsement	GL990048	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
03	Property Damage Extension for Continual Monitoring/Treatment	GL990049	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
04	Property Damage Extension For Inspections	GL990050	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
05	Property Damage Extension For Treatment/Renewal	GL990051	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
06	Pesticide or Herbicide Applicator Materials in Transit Coverage End.	GL990052	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Filing Memorandum National Purchasing Group for Pest Control Operators, Inc.

National Purchasing Group for Pest Control Operators, Inc. (NPGPCO) is a Florida domiciled Risk Purchasing Group. All members are pest control operators. NPGPCO has requested that Wesco Insurance Company issue policies for its members. This program is designed to provide Commercial General Liability coverage to the members of NPGPCO.

Forms and Endorsements:

This program consists of filed ISO coverage forms and endorsements, filed Wesco Insurance Company forms and endorsements, and specialized program specific forms designed to meet the coverage needs of NPGPCO. NPGPCO specialized program forms provide coverages that are unique to pest control operators.

GL990047 Pesticide or Herbicide Applicators Coverage Endorsement:

Provides limited coverage for bodily injury or property damage as a result of the insured applying pesticides, herbicides or other materials on a jobsite away from their location.

GL990048 Pesticide or Herbicide Applicators Care, Custody and Control Endorsement:

Provides coverage for damaging personal property in their care, custody and control during treatment. To eliminate confusion, it also eliminates coverage for property damage in the products/completed operations hazard arising out of the insured's failure to reduce or eliminate an infestation as a result of the treatment performed.

GL990049 Property Damage Extension for Continual Monitoring/Treatment:

Provides coverage for property damage to real property caused by the insured's failure to eliminate Subterranean Termite infestation by the treatment noted in the insured's contract.

GL990050 Property Damage Extension for Inspections:

Provides coverage for property damage to real property visible and accessible at the time of inspection, of the real property caused by the insured's failure to identify wood destroying organism damage.

GL990051 Property Damage Extension for Treatment/Renewal:

Provides coverage for property damage to real property caused by the insured's failure to eliminate infestation by the treatment noted in the insured's contract.

GL990052 Pesticide or Herbicide Applicators Materials in Transit Coverage Endorsement:

Provides coverage for the sudden and accidental release of pesticides, herbicides or other materials resulting from the collision or overturn of a vehicle owned, leased or rented to the insured.



AmTrust North America

An AmTrust Financial Company

Writer's Direct Dial: 216-328-6216

Writer's Email: bmoses@amtrustgroup.com

Writer's Direct Fax: (800) 487-9654

LETTER OF FILING AUTHORIZATION

This letter will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit filings on behalf of **Rochdale Insurance Company, Technology Insurance Company and Wesco Insurance Company**. This authorization extends to all correspondence regarding the filings.

Barry W. Moses
Name

November 15, 2008

Date

VP Regulatory + Compliance
Title

Rochdale Insurance Company
Technology Insurance Company
Wesco Insurance Company
Company

[Signature]
Signature

216-328-6216

Telephone Number